SERIAL 01157 - C OZONE ANALYZER

AUGUST 31, 2006 AUGUST 31, 2004 CONTRACT PERIOD THROUGH AUGUST 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **OZONE ANALYZER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on AUGUST 8, 2002.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

CH/ks Attach

Copy to: Clerk of the Board

L.G Mace, Environmental Services **Kathy Sicard**, Materials Management

(Please remove Serial 97060-E from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

OZONE ANALYZER

1.0 **INTENT**:

The intent of this Invitation for Solicitation is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

Also the intent of this Call for Bid is to establish a one (1) year source of supply for USEPA approved ozone monitoring and measuring devices listed below and in addition, a blanket discount for related parts, supplies, and calibration or maintenance equipment as covered by current pricing documents.

All calibrations, repairs and adjustments to proposed equipment shall be able to be accomplished by competent technicians at the local Maricopa County facility. Any activity that must be, or is recommended to be, performed at the factory shall be indicated and the estimated annual cost itemized in the bids.

Cost of training by direct factory employed personnel shall be provided for both factory and on site (Maricopa County) locations.

Cost per man-hour for non-warranty, factory level, repair of the ozone units shall be provided in the bid. The County desires a minimum of two (2) years warranty coverage for parts and labor. Vendors state additional coverage costs (if any) in the pricing section of the bid.

2.0 <u>TECHNICAL SPECIFICATIONS</u>:

ITEM DESCRIPTION VENDOR PROPOSAL

- 2.1 OZONE ANALYZERS: (Five or more units required):
 - 2.1.1 General:
 - 2.1.1.1 The Ozone Analyzer shall have current USEPA designation as a reference or equivalent method.
 - 2.1.1.2 The proposed equipment shall be self contained and configured to measure the ozone concentration in a sample of ambient air.
 - 2.1.2 Requirements Minimum
 - 2.1.2.1 The analyzer shall operate on standard 115 VAC 50/60Hz power.
 - 2.1.2.2 The analyzer shall provide calibrated 0.0 to 1.0 volt DC full-scale outputs for use with data loggers.
 - 2.1.2.3 The analyzer shall be microprocessor controlled.
 - 2.1.2.4 The analyzer shall have an internally mounted AC mechanical vacuum pump with Teflon diaphragm.
 - 2.1.2.5 The analyzer shall utilize the Ultraviolet Photometric principal of ozone measurement.
 - 2.1.2.6 The analyzer shall update the ozone concentration reading every (approximately) every 10 seconds.
 - 2.1.2.7 The analyzer shall provide automatic correction of the ozone concentration for temperature and pressure.

- 2.1.2.8 The analyzer shall have USEPA approval with the automatic temperature and pressure compensation circuits on or off.
- 2.1.2.9 The analyzer shall be insensitive to flow variations.
- 2.1.2.10 The analyzer shall provide an analog output of 0.000 to 1.000 ppm as 0.0 to 1.0 volts DC.
- 2.1.2.11 The analyzer shall have USEPA approval for operation in all ranges from 0.000 to 1.000 ppm..
- 2.1.2.12 The analyzer shall have USEPA approval for operation at response times of 10, 20, 30, 60, 90, 120, 180, 240 or 300 seconds.
- 2.1.2.13 The analyzer shall have a full front panel alphanumeric display.
- 2.1.2.14 The analyzer shall have internal diagnostics available through the front panel displays and through an RS232 interface.
- 2.1.2.15 The analyzer output shall have a linearity of 0.1% or better with an accuracy of plus or minus 1% or better.
- 2.1.2.16 The analyzer shall have USEPA approval at flow rates of 1.0 LPM to 3.0 LPM or better.
- 2.1.2.17 The analyzer shall have a flow adjustment to allow the operator to set the flow rate in the field.
- 2.1.2.18 The analyzer shall have USEPA approval at operating temperatures of 20 to 30 degrees C or better.
- 2.1.2.19 The analyzer shall be capable of automatically returning to the operational mode after a power outage while operating unattended.
- 2.1.2.20 The required calibration cycle for the analyzer shall be 6 months or greater.
- 2.1.2.21 The analyzer case shall be designed for bench or shelf mounting and shall include rack mount brackets for installation in standard cabinets.
- 2.1.2.22 The analyzer total weigh shall be 40 pounds or less for ease of handling.
- 2.1.2.23 The bid shall include a list of repair parts and an associated price list.
- 2.1.2.24 The bid shall include an itemized estimate of the annual cost of consumable goods.

- 2.1.2.25 The bid shall include an example of the operational and equipment service manuals including calibration procedures.
- 2.1.2.26 The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the ozone analyzer.

2.2 OZONE TRANSFER STANDARD (Two or more units required)

2.2.2 General:

- 2.2.1.1 The Ozone Transfer Standard shall have current USEPA designation as a reference or equivalent method.
- 2.2.1.2 The proposed equipment shall be self contained and configured as an ozone transfer standard to perform on-site calibration of other ozone monitoring and measuring devices.

2.2.2 Requirements - Minimum

- 2.2.2.1 The transfer standard shall operate on standard 115 VAC 50/60Hz power.
- 2.2.2.2 The transfer standard shall provide calibrated 0.0 to 1.0 volt DC full-scale outputs for use with data loggers.
- 2.2.2.3 The transfer standard shall be microprocessor controlled.
- 2.2.2.4 The transfer standard shall have an internally mounted AC mechanical vacuum pump with Teflon diaphragm.
- 2.2.2.5 The transfer standard shall utilize the Ultraviolet Photometric principal of ozone measurement.
- 2.2.2.6 The transfer standard shall an internal ozone generator and manifold for use as an on-site calibration standard.
- 2.2.2.7 The transfer standard shall update the ozone concentration reading every (approximately) 10 seconds.
- 2.2.2.8 The transfer standard shall provide automatic correction of the ozone concentration for temperature and pressure.
- 2.2.2.9 The transfer standard shall have USEPA approval with the automatic temperature and pressure compensation circuits on or off.
- 2.2.2.10 The transfer standard shall be insensitive to flow variations.

- 2.2.2.11 The transfer standard shall provide an analog output of 0.000 to 1.00 ppm as 0.0 to 1.0 volts DC.
- 2.2.2.12 The transfer standard shall have USEPA approval for operation in all ranges from 0.00 to 1.00 ppm.
- 2.2.2.13 The transfer standard shall have USEPA approval for operation at response times of 10, 20, 30, 60, 90, 120, 180, 240 or 300 seconds.
- 2.2.2.14 The transfer standard shall have a full front panel alphanumeric display.
- 2.2.2.15 The transfer standard shall have internal diagnostics available though the front panel displays and through an RS232 interface.
- 2.2.2.16 The transfer standard output shall have a linearity of 0.1% or better with an accuracy of plus or minus 1% or better.
- 2.2.2.17 The transfer standard shall have USEPA approval at flow rates of 1.0 LPM or better.
- 2.2.2.18 The transfer standard shall have USEPA approval at operating temperatures of 20 to 30 degrees C or better and through an RS232 interface.
- 2.2.2.19 The required calibration cycle for the transfer standard shall be 6 months or greater.
- 2.2.2.20 The transfer standard shall have luggage type handles for ease of handling.
- 2.2.2.21 The transfer standard total weight shall be 35 pounds or less for ease of handling.
- 2.2.2.22 The bid shall include a list of repair parts and an associated price.
- 2.2.2.23 The bid shall include an itemized estimated estimate of the annual cost of consumable supplies.
- 2.2.2.24 The bid shall include an example of the operational and equipment service manuals including calibration procedure.
- 2.2.2.25 The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the ozone transfer standard.

2.3 OZONE PRIMARY STANDARD (Two or more units required):

2.3.1 General:

- 2.3.1.1 The Ozone Primary Standard shall have current USEPA designation as a reference or equivalent method.
- 2.3.1.2 The proposed equipment shall be configured as an ozone primary standard to perform in-shop calibration of other ozone monitoring and measuring devices.

2.3.2 Requirements– Minimum:

- 2.3.2.1 The primary standard shall operate on standard 115 VAC 50/60Hz power.
- 2.3.2.2 The primary standard shall provide calibrated 0.0 to 1.0 volt DC full-scale outputs for use with data loggers.
- 2.3.2.3 The primary standard shall be microprocessor controlled.
- 2.3.2.4 The primary standard shall have an internally mounted AC mechanical vacuum pump with Teflon diaphragm.
- 2.3.2.5 The primary standard shall utilize the Ultraviolet Photometric principal of ozone measurement.
- 2.3.2.6 The primary standard shall update the ozone concentration reading (approximately) 10 seconds.
- 2.3.2.7 The primary standard shall provide automatic correction of the ozone concentration for temperature and pressure..
- 2.3.2.8 The primary standard shall have USEPA approval with the automatic temperature and pressure compensation circuits on or off.
- 2.3.2.9 The primary standard shall be insensitive to flow variations.
- 2.3.2.10 The primary standard shall provide an analog outout of 0.00 to 1.00 ppm as 0.0 to 1.0 volts DC..
- 2.3.2.11 The primary standard shall have USEPA approval for operation in all ranges from 0.00 to 1.00 ppm.
- 2.3.2.12 The primary standard shall have USEPA approval for operation at response times of 10, 20, 30, 60, 90, 120, 180, 240, or 300 seconds.

- 2.3.2.13 The primary standard shall have a full front panel alpha-numerric display.
- 2.3.2.14 The primary standard shall have internal diagnostics available through the front panel displays and through an RS232 interface.
- 2.3.2.15 The primary standard output shall have a linearity of 0.1% or better with an accuracy of plus or minus !% or better.
- 2.3.2.16 The primary standard shall have USEPA approval at flow rates of 1.0 LPM to 3.0 LPM or better.
- 2.3.2.17 The primary standard shall have USEPA approval at operating temperatures of 20 to 30 degrees C or better. and through an RS232 interface
- 2.3.2.18 The required calibration cycle for the primary standard shall be 6 months or greater.
- 2.3.2.19 The primary standard shall be designed for bench or shelf mounting rack mount brackets for installation in standard cabinets.
- 2.3.2.20 The primary standard total weight shall be 40 pounds or less for ease of handling.
- 2.3.2.21 The bill shall include a list of repair parts and an associated price list.
- 2.3.2.22 The bid shall include an itemized estimate of the annual cost of consumable supplies.
- 2.3.2.23 The bid shall include an example of the operational and equipment service manuals including calibration procedures.
- 2.3.2.24 The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the ozone analyzer.

2.4 SUPPORTIVE SPECIFICATION:

2.4.1 DESCRIPTION:

Each bid shall include a complete description of the equipment to be furnished including manufacturer, model number or other identification, descriptive literature and specification/data sheet.

2.4.2 REPLACEMENT PARTS:

Replacement parts for the proposed equipment shall be available for at least five (5) years from date of purchase.

2.4.3 FACTORY AUTHORIZED SERVICE:

The successful bidder shall be capable of providing support for the repair and maintenance of proposed equipment. The facility shall be capable of the following functions:

- 2.4.3.1 Troubleshooting, repairing and maintaining the proposed equipment deemed to be beyond local repair capability.
- 2.4.3.2 Supplying repair parts for user repair and maintenance of the equipment. Common failure parts and expendable items shall be available and shipped within 3 to 5 working days. Other parts shall be shipped within 2 to 3 weeks of receiving the request.
- 2.4.3.3 Providing telephone support to resolve maintenance problems during normal service hours. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.4.4 INSTRUCTION AND REFERENCE MANUALS:

Instruction manuals shall be written so that a qualified technician can read and effectively interpret the contents. One (1) comprehensive operational manual and equipment service manual, including full schematic diagrams shall be furnished with each unit ordered. These manuals shall include the following minimum sections:

- 2.4.4.1 Complete description of operation.
- 2.4.4.2 Theory of operation.
- 2.4.4.3 Complete schematic diagrams (full size).
- 2.4.4.4 Trouble shooting information including flow chart diagrams and chassis operating voltages.
- 2.4.4.5 Zero and span alignment instructions.
- 2.4.4.6 Detailed calibration instructions.
- 2.4.4.7 List of replacement parts including illustrated parts breakdown.
- 2.4.4.8 .Installation and setup instructions.

2.4.5 ACCEPTANCE:

- 2.4.5.1 The bidder shall demonstrate to designated owner's representative and document the satisfactory operation and performance expectations as published by the manufacturer, the bid specifications and all other applicable requirements.
- 2.4.5.2 The bidder shall, at the owner's request, be able to provide complete and thorough training relevant to operation and maintenance to owner designated personnel.
- 2.4.5.3 One (1) operational manual of the system and components, in addition to maintenance instructions, calibration instructions and full schematics shall be provided with each ordered unit.
- 2.4.5.4 Any special tools, breakouts, and test jigs necessary to adjust, dismantle, or service the equipment shall be provided.
- 2.4.5.5 Final acceptance shall occur when all the above conditions are met.
- 2.4.5.6 The warranty period will be initiated upon acceptance.

2.4.6 GUARANTEE:

All equipment, units and components shall be guaranteed in accordance with the following clauses:

- 2.4.6.1 The successful bidder shall guarantee his product is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a period of 24 months from date of delivery. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.
- 2.4.6.2 Guarantee that the equipment is the manufacturer's standard design and that no changes or substitutions have been made.
- 2.4.6.3 Guarantee and agree to replace promptly without cost of any nature to the County during the period of 24 months from date of delivery any and all parts failing because of defects in design and/or construction excepting those parts that may fail as a result of accident, fire, or negligence on the part of the operating personnel ("Promptly" in this case is defined to mean within 48 hours from time of demand).

2.4.7 TRAINING:

The successful Contractor shall provide a minimum of $\underline{2}$ (days) on-site (Maricopa County) training to completely train County personnel in the use and care of the equipment.

2.4.8 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. One sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.4.9 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.4.10 VENDOR'S PROPOSAL COLUMN:

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

2.4.11 DELIVERY:

Delivery is required F.O.B. **Destination**, freight pre-paid within thirty (30) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.4.12 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.4.13 SHIPPING:

Bid prices shall be made F.O.B. **destination** to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.4.14 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.4.15 INSTALLATION:

The Contractor's price shall include delivery in complete operating condition.

2.4.16 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have <u>ten</u> (10) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.4.17 WARRANTY:

The minimum warranty period shall be <u>twenty-four</u> (24) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.4.18 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications.

2.4.19 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.4.19.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.4.19.2 Documentation that names the replacement product or model.
- 2.4.19.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.4.19.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.4.19.5 Documentation confirming that the price for the replacement is the same as or less that the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.4.20 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00.** No other request is valid.

2.4.21 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain an authorized service station within the Continental U.S.A.. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.4.22 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, to the Using Agency, and shall be provided with each unit ordered.

2.4.23 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive.

Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

2.4.24 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.4.25 ADDITIONAL PRICING:

Contractor is strongly encouraged to offer additional pricing for related items, products and components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. One (1) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.4.26 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.4.26.1 One (1) original of all submissions is MANDATORY
- 2.4.26.2 Vendor proposal column/section, MANDATORY
- 2.4.26.3 Pricing pages, MANDATORY
- 2.4.26.4 Literature, Technical and Descriptive, MANDATORY
- 2.4.26.5 Vendor Information, MANDATORY
- 2.4.26.6 Agreement page, MANDATORY
- 2.4.26.7 References MANDATORY

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of <u>four</u> (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION:

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The scope of this indemnification does not extend to the negligence of the County.

3.4 FAILURE TO EXECUTE:

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT ATTN: CONTRACT ADMINISTRATION 320 W. LINCOLN ST. PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602-506-6476 (chinegar@mail.maricopa.gov)

LARRY HALL, PROCUREMENT CONSULTANT, 602 506 8715 (lhall@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

L.G. Mace, Environmental Services 602-506-6713

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order.

The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

C663601/B0605742			
WILLING TO ACCEPT FUTURE S	SOLICITATIONS VIA F	EMAIL: <u>X</u> YES1	NO
ACCEPT PROCUREMENT CARD	: <u>X</u> YESNO		
REBATE (CASH OR CREDIT) FO (Payment shall be made within 48 h			X_ NO % REBATE
INTERNET ORDERING CAPABIL	LITY: <u>X</u> YES	NO0 % DISCO	DUNT
OTHER GOV'T. AGENCIES MAY	USE THIS CONTRACT	Γ: <u>X</u> _YESNO	
INDICATE ANY M/WBE PARTI	CIPATION PERCENT	'AGE HERE:0%	
PRICING: NOTE: DO NOT INCLUDE SALE this contract will be listed on the pu THIS AGREEMENT THAT PRICE AND CONDITIONS SET FORTH I	rchase order and allowed ES BID ARE F.O.B. DI	d at time of payment. BIDD	DERS CERTIFYBY SIGNING
Section A. 1.Ozone Analyzer:		\$5,488.25 5,328.39 5,173	- 50. /each
Manufacturing & Product #:		Teledyne API, Model 400	
Warranty (2 yrs. Min.) define:		Option 92, two year warra	•
Estimated annual cost of consumable	e supplies, per unit:	\$501.00	,
Repair Parts/Consumables Listing (t and other items necessary for the ma (list below catalog/price list, effective)	o include calibration and intenance and operation	of the unit(s) offered)	
Catalog/Price Listing M400A Parts Price List	Effective 1-Jul-01	Date Di	scount from list 0%
Attached 400A Parts Price List			
List below (define) labor rates, cond	itions for repair/service:		
County location: Vendor location: Cost of aditional Operational and Eq (One set to be provided free with each		\$1,000/day & actual exper \$125/hour s \$90.00/each	<u>nses</u>
(One set to be provided free with each	-	via email	\$00.00/each
List below training costs on mainten	ance, operation and insta	llation of the offered equipr	ment.
County location:	Included in bid price.		<u>\$N/C</u>
Vendor location:	Included in bid price.		<u>\$N/C</u>
Section B 1. Ozone Transfer Standard:		\$ 6,560.75 6,369.68 6,185	5.00 -/each
Manufacturer & Product #:		Teledyne API, Model 401X w/option 92, HWII handle	
Warranty (2 yrs. min.) define: Option 92, two year warranty included		anty included	
Estimated annual cost of consumable supplies, per unit:		\$213.00	

Repair Parts/Consumables Listing (to include calibration and testing equipment and other items necessary for the maintenance and operation of the unit(s) offered) (list below catalog/price list, effective date and discount offered):

Catalog/Price Listing Effective Date Discount from list

<u>M401 Parts Price List</u> <u>1-Jul-01</u> <u>0%</u>

Attached M401 parts price

List below (define) labor rates, conditions for repair/service:

County location: Outside 2 year warranty \$1000/day and actual expenses

Vendor location: Outside 2 year warranty \$125/hour

Cost of aditional Operational and Equipment Service Manuals \$90.00/each

(One set to be provided free with each purchased analyzer)

PDF via email \$00.00/each

List below training costs on maintenance, operation and installation of the offered equipment.

County location: <u>Included in bid price</u> <u>\$N/C</u>

Vendor location: Included in bid price \$N/C

Section C

1. Ozone Primary Standard: \$6,045.00 5,868.95 5,698.50 /each

Manufacturer & Product #: Teledyne API, Model 400A or 400E Primary

Warranty (2 yrs. min.) define: Option 92, two year warranty included

Estimated annual cost of consumable supplies, per unit: \$209.00

Repair Parts/Consumables Listing (to include calibration and testing equipment and other items necessary for the maintenance and operation of the unit(s) offered) (list below catalog/price list, effective date and discount offered):

Catalog/Price Listing Effective Date Discount from list

M400A Parts Price List Attached 1-Jul-01 0%

Certification as primary standard by CARB, July 1, 2001 \$500.00 0%

List below (define) labor rates, conditions for repair/service:

County location: \$1,000/day and actual expenses

Vendor location: \$125/hour

Cost of additional Operational and Equipment Service Manuals \$90.00/each

(One set to be provided free with each purchased analyzer)

PDF via email \$00.00/each

List below training costs on maintenance, operation and installation of the offered equipment.

County location: <u>Included in bid price</u>. <u>\$N/C</u>

Vendor location: <u>Included in bid price</u>. \$N/C

VENDOR PRICE LIST ATTACHMENT

Advanced Pollution Instrumentation, Inc. 6565 Nancy Ridge Drive, San Diego, CA 92121 Tel. (858) 657-9800, 800-324-5190, Fax (858) 657-9816

EFFECTIVE JULY 1, 2001

API MODEL 400A SPARE PARTS LIST

	DESCRIPTION		
030350000	API Model 400A Spare Parts List		
	•	\$26	
000941000	Orifice, 13 mil 1000 cc, Rx Cell		
002760410	CPU Board (400AAMX)	\$1,216	
003690000	Filter, TFE, 37 mm 5 um, Qty. 100 (872-006400)	\$852	
003690100	Filter, TFE, 37 mm 5 um, Qty. 25 (872-006300)	\$213	
003690200	Filter, TFE, 37 mm 1 um, Qty. 100	\$852	
003690300	Filter, TFE, 37 mm 1 um, Qty. 25	\$213	
005140300	V/F Board	\$938	
005260200	UV Lam Assembly, Source	\$410	
005960000	Activated Charcoal, 6 Ibs.	\$164	
006120200	Assembly, Ozone Generator Lam w/ Pigtail	\$369	
006190000	M400/400A 37 mm Filter Ex endables Kit	\$0	
006190200	M400/400A 47 mm Filter Expendables Kit	\$0	
006900000	Charcoal Retainer Pads M100/M200	\$6	
007280000	NEW Display	\$544	
009690000	Filter, TFE, 47 mm 5 um, Qty. 100	\$877	
009690100	Filter, TFE, 47 mm 5 um, Qty. 25	\$219	
011390100	Assembly, Power Supply Module - 115V/60Hz	\$1,830	
011390300	Assembly, Power Supply Module - 220V/5Ohz	\$2,060	
011390500	Assembly, Power Suppl Module - 240V/5Ohz	\$1,980	
015090000	UV Lam Power Supply	\$1,154	
019300000	Keyboard	\$281	
020280000	Pre-Am Assembly, M400A/450 Det	\$746	
022300000	DC Power Supply Board	\$324	
022400000	Switching Valve Ass y, w/Scrubber M400A	\$808	
022540000	Zero Air Scrubber IZS Charcoal M400A	\$282	
022550000	Assy, Heater, Thermistor IZS M400A	\$171	
022600000	Operators Manual for M400A	\$91	
022710000	Absorption Tube, M400A (OBSOLETE - replaced b	\$0	
	KIT000076)		
024140100	Assembly, Sample Thermistor (M400A)	\$54	
024190000	Ass y, Heater, Thermistor, UV Lamp, (M400A/M450	\$127	
024710000	Tubing: 6', 1/8" CLR	\$16	
024720000	Tubing: 6', 1/8" BLK	\$22	
024750000	Tubing: 6', 1/4" TYGON	\$18	
028180000	M400A Level 1 Spare Parts Kit for 10 units)	\$0	
028180100	M400A Spares Kit for 1 Unit	\$0	
028190000	M400A Expendables Kit – IZS	\$0	
039710000	Refill Kit, Fiber Scrubber	\$152	

API MODEL 400A SPARE PARTS LIST (CONTINUED)

	DESCRIPTION		
FA0000010	Fan	\$75	
FL0000001	Sintered Filter (002-024900)	\$3	
FL0000003	Filter, DFU 036-040180)	\$30	
FL0000012	Filter, M400A Reference Scrubber	\$260	
HW0000020	Spring, Flow Control	\$2	
HW0000036	TFE Thread Tape (48 FT)	\$17	
HW0000120	Shockmount, J-3112-39-2	\$6	
HW0000150	Clamp, Hose, Nylon, 1/4"	\$3	
KIT000076	M400A Absorption Tube Replacement	\$124	
KIT000083	Retrofit Fiber Scrubber M400A	\$1,132	
KIT000101	Retrofit, Switching Valve (Teqcom) M400A	\$598	
030350000	API Model 400A Spare Parts List		
OP0000012	UV Detector	\$482	
OR0000001	O-Ring, Flow Control	\$3	
OR0000012	O-Ring, Permeation Oven-Units with IZS	\$3	
OR0000014	O-Ring, Permeation Oven	\$3	
OR0000018	O-Ring, Sample Filter	\$5	
OR0000021	O-Ring, Scrubber	\$4	
OR0000026	O-Ring, Silicon Rubber	\$3	
OR0000030	O-Ring, 2-141 V	\$5	
OR0000048	O-Ring, UV Detector	\$2	
OR0000061	0-Ring, UV Detector	\$2	
PU0000020	Pump, 115V 50/60 Hz	\$572	
PU0000022	Pump Rebuild Kit, KNF Model #N05Atl	\$57	
SW0000006	Overheat SW, Cell/Oven	\$15	
VA0000028	IZS, Zero/Span Valve, 3-Way, 1/8" tube	\$432	
VA0000033	3-Way Solenoid Valve, Teflon, 12V	\$357	

API MODEL 400A 37MM FILTER EXPENDABLES KIT

	DESCRIPTION		
006190000	M400/400A 37 mm Filter Ex endables Kit INCLUDES:	\$494	
003690100	Filter, TFE, 37 mm 5 um, Qty. 25 (872-006300)	\$426	
FL0000001	Sintered Filter (002-024900)	\$3	
HW0000020	Spring, Flow Control	\$2	
OR00000010-R	Flow Control	\$6	
ing,			
PU0000022	Pump Rebuild Kit, KNF Model #N05Atl	\$57	

MINIMUM ORDER - \$50

SUBJECT TO CHANGE WITHOUT NOTICE

API MODEL 400A47MM FILTER EXPENDABLES KIT

	DESCRIPTION		
006190200	M400/400A 47 mm Filter Expendables Kit INCLUDES:	\$506	
009690100	Filter, TFE, 47 mm 5 um, Qty. 25	\$438	
FL0000001	Sintered Filter (002-024900)	\$3	
HW0000020	Spring, Flow Control	\$2	
OR0000001	O-Ring, Flow Control	\$6	
PU0000022	Pump Rebuild Kit, KNF Model #N05ATI	\$57	

API MODEL 400A EXPENDABLES KIT FOR IZS

	DESCRIPTION		
028190000	M400A Expendables Kit - IZS INCLUDES:	\$206	
005960000	Activated Charcoal, 6 Ibs.	\$164	
006900100	Charcoal Retainer Pads M400	\$12	
FL0000003	Filter, DFU (036-040180)	\$30	

API MODEL 400A LEVEL 1 SPARE PARTS KIT (FOR 10 UNITS)

	DESCRIPTION	
028180000	•M400A Level 1 Spare Parts Kit (for 10 units) INCLUDES:	\$4,565
000941000	Orifice, 13 mil 1000 cc, Rx Cell	\$26
005260200	UV Lam Assembly, Source	\$410
006120200	Assembly, Ozone Generator Lamp w/ Pigtail	\$369
015090000	UV Lamp Power Supply	\$1,154
020280000	Pre-Amp Assembly, M400A/450 Det	\$746
022400000	Switching Valve Assy, w/Scrubber (M400A)	\$808
022550000	Assy, Heater, Thermistor (IZS) M400A	\$171
024140100	Assembly, Sample Thermistor (M400A)	\$54
024190000	Assy, Heater, Thermistor, UV Lamp, M400A/M450)	\$127
FL0000012	Filter, M400A Reference Scrubber	\$519
KIT000076	M400A Absorption Tube Replacement	\$124
IPU0000022	(Pump Rebuild Kit, KNF Model #N05Atl	\$57

API MODEL 400A SPARES KIT FOR 1 UNIT

	DESCRIPTION		
028180100	'M400A Spares Kit for 1 Unit INCLUDES:	\$298	
024190000	Assy, Heater, Thermistor, UV Lamp, (M400A/M450)	\$127	
022550000	Ass y, Heater, Thermistor IZS) M400A	\$171	

MINIMUM ORDER - \$50

SUBJECT TO CHANGE WITHOUT NOTICE

API MODEL 401 SPARE PARTS LIST

	DESCRIPTION	
020450000	API Model 401 Spare Parts List	
	-	
000150000	Power Supply Board	\$403
000941000	Orifice, 13 mil 1000 cc, Rx Cell	\$26
001760400	Flow Control	\$131
002760401	CPU Board (401)	\$1216
003290300	Sample TEE Thermistor Assembly (M400 Old STYLE,	\$52
	M401 S/N<98)	
004020600	Assembly, Sensor Board	\$1003
005080000	Absorption Tube	\$106
005140300	V/F Board	\$938
005260200	UV Lamp Assembly, Source	\$410
005350000	Pre-Amplifier Assembly, M400/M700 Detector	\$683
005350100	Assembly, Detector Pre-amplifier	\$616
005510300	Power Supply Module - 115V/60Hz	\$1499
005510700	Power Supply Module - 220V/5Ohz	\$1448
005511100	Power Supply Module - 240V15Ohz	\$1518
005660200	Optical Bench M401)	\$2553
005870100	CPU Board	\$843
005960000	Activated Charcoal, 6 Ibs.	\$164
006110000	Assembly, Heater/Thermistor	\$73
006120200	Assembly, Ozone Generator Lam w/ Pigtail	\$369
006280000	Heater, 50W, IZS	\$107
006900100	Charcoal Retainer Pads M400	\$6
007040000	Keyboard	\$197
007280000	NEW Display	\$544
007930000	Assembly, Fan, PSM (FA0000004 ASSY)	\$82
008150000	M400 Valve Module (VA0000003 ASSY)	\$621
010610000	M401 Pump, 115V/60Hz	\$838
011110000	M401 Level 1 Spare Parts Kit (for 10 units)	\$0
011120000	M401 Ex endables Kit	\$0
015090100	Assembly, UV Lamp Power Supply (OBSOLETE use P/N 015090500)	\$0
015090500	Assy, UV Lamp Supply w/Pigtails, M401	\$1,088
019300000	Keyboard	\$281
019340000	Sample Thermistor M400 (S/N >099) or M401 S/N>0573)	\$79
024710000	Tubing: 6', 1/8" CLR	\$16
024740000	Tubing: 6', 1/4" CLR	\$32
024750000	Tubing: 6', 1/4" TYGON	\$18
CB0000004	FUSE, 3 AG 3 AMP	\$2
CP0000005	E2ROM (XINU CPU)	\$82
FA0000004	Fan OBSOLETE use 007930000)	\$0
FL0000001	Sintered Filter (002-024900)	\$3
FL0000003	Filter, DFU (036-040180)	\$30
FM0000004	Flow Meter, 0-1000 cc	\$319
FM0000005	Flow Restrictor (03 Generator)	\$49
FM0000006	Flow Restrictor (Zero Reference)	\$37
HW0000020	Spring, Flow Control	\$2

API MODEL 401 SPARE PARTS LIST (CONTINUED)

	DESCRIPTION		
HW0000036	TFE Thread Tape (48 FT)	\$17	
HW0000123	Shockmount, Pump	\$6	
HW0000150	Clamp, Hose, Nylon, 1/4"	\$3	
OP0000001	UV Detector	\$588	
OR0000001	O-Ring, Flow Control	\$3	
OR0000012	O-Ring, Permeation Oven-Units with IZS	\$3	
OR0000026	O-Ring, Silicon Rubber	\$3	
OR0000028	O-Ring, 2-222 V	\$7	
OR0000030	0-Ring, 2-141 V	\$5	
OR0000035	O-Ring, Drier Column	\$6	
020450000	API Model 401 Spare Parts List		
OR0000048	0-Ring, UV Detector	\$2	
PU0000043	Pump, KNF, 115V/60Hz	\$1,236	
PU0000044	Pump, KNF, 230V/5Ohz	\$1,510	
SW0000006	Overheat SW, Cell/Oven	\$15	
SW0000008	Pressure Sensor	\$291	
VA0000003	TFE, 24V, Sample/Reference Valve (OBSOLETE use	\$0	
	008150000)		

API MODEL 401 EXPENDABLES KIT

	DESCRIPTION	
011120000	M401 Expendables Kit INCLUDES:	\$215
005960000	Activated Charcoal, 6 Ibs.	\$164
006900100	Charcoal Retainer Pads M400	\$12
FL0000001	Sintered Filter (002-024900)	\$3
FL0000003	Filter, DFU (036-040180)	\$30
OR0000001	O-Ring, Flow Control	\$6

MINIMUM ORDER - \$50

SUBJECT TO CHANGE WITHOUT NOTICE

SERVICE RATES

The following prices and policies are in effect as of January 1, 1998 to cover the Service operations at API.

In-Field Service:

Upon customer request and accompanying purchase order, API will have a Customer Service representative visit the customer site for the <u>purpose of analyzer repair</u>. The customer will be billed at the following rates and will be responsible for all reasonable travel and living expenses.

Labor: \$1,000 per day or \$1,400 per day for Sundays and legal holidays **Layover Labor Rate:** Normal labor rates. In the event the work cannot be performed due to

acts of nature, labor problems, non-operation of facility, etc.

Travel Time: \$125 per hour if travel time is less than 4 hours.

\$1,000 (\$1,400 for Sundays and legal holidays) if travel time is greater

than 4 hours.

Travel Expenses: Customer will be billed for actual expenses incurred by API

representative.

Minimum Charge per

Service Call: \$1,000 (1 working day)

Factory Service:

If a customer elects to return an analyzer to the factory for service/repair, the analyzer will be examined to diagnose possible problems. The customer will then be contacted by phone or fax and given an estimate of cost to repair. Upon customer approval, the repair will be completed at the following labor rates:

Diagnosis Charge: \$125 per hour to diagnose problem (credited toward actual repair costs)

Technician Labor: \$125 per hour **Parts & Material:** List price will apply

Minimum Charge: \$600 (includes diagnosis charge)

If a sub-assembly or module is returned to the factory for repair, the following charges will apply:

Technician Labor: \$125 per hour **Part & Materials:** List price will apply

Minimum Charge: \$250 (includes diagnosis charge)

CUSTOMER PAYS FREIGHT IN AND FREIGHT OUT.

NOTE:

The above charges are for labor only. All parts and supplies needed will be itemized and charged at list price. Partial hours are charged at the full hour rate.

Terms: NET 30

Vendor Number: W000000958 X

Telephone Number: (858) 657-9800

Fax Number: (858) 657-9816

E-mail Address: api-sales@teledyne.com / rick@phoenixinstrumtation.com

Company Web Site: <u>www.teledyne-api.com</u>

Contact Person: Troy Thayer / Rick Cooke Melanie Kakach

Certificates of Insurance Required

AUGUST 31, 2006 AUGUST 31, 2004

Contract Period: To cover the period ending AUGUST 31, 2003